

From: [Nicholas Goodman](#)
To: [Ahmad Keshavarz](#)
Cc: [Patrick Selvey](#)
Subject: RE: Francois - consent to filing, our consent to sur-reply
Sent: 3/6/2025 4:19:04 PM

I'm not sure you need Defendants' consent to include those two documents with your reply papers but to the extent you do, I have no objection.

To the extent you need the Court's approval to include them, I will join a call to Chambers but only if you agree not to bill for the call and these emails and add that billing to your tab.

Defendants will not request a sur-reply based on your addition of the two documents you identified.

H. Nicholas Goodman

Nicholas Goodman & Associates, PLLC

333 Park Avenue South, Suite 3A

New York, N.Y. 10010

Office Main (212) 227-9003

Direct Dial (917) 386-2701

Cell (917) 470-7805

ngoodman@ngoodmanlaw.com

www.ngoodmanlaw.com

This electronic mail and any attachments are STRICTLY CONFIDENTIAL and may be protected by the ATTORNEY-CLIENT PRIVILEGE. This content is solely for the use of the intended recipient herein. If you are not the intended recipient, any use, disclosure, copying, or distribution of this electronic mail is UNAUTHORIZED. If you have received this electronic mail in error, please notify the sender immediately by calling (212) 227-9003, and please immediately delete this email.

Thank you.

From: Ahmad Keshavarz <ahmad@newyorkconsumerattorney.com>
Sent: Thursday, March 6, 2025 3:34 PM
To: Nicholas Goodman <Ngoodman@ngoodmanlaw.com>
Subject: RE: Francois - consent to filing, our consent to sur-reply

Nick,

Following up on this. Let me know if you consent or if not when you are free to speak with the court. I am free at 4:15 today or 10:00 AM tomorrow.

Thanks.



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

The Law Office of Ahmad Keshavarz

16 Court St., Suite 2600, Brooklyn, NY 11241-1026

Cell: (347) 308-4859 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

From: Ahmad Keshavarz
Sent: Wednesday, March 5, 2025 2:38 PM
To: Nicholas Goodman
Subject: RE: Francois - consent to filing, our consent to sur-reply

Sorry, I only meant to attached the OJO docs, attached. Please LMK. Thanks.



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

The Law Office of Ahmad Keshavarz

16 Court St., Suite 2600, Brooklyn, NY 11241-1026

Cell: (347) 308-4859 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

From: Ahmad Keshavarz

Sent: Wednesday, March 5, 2025 2:27 PM

To: Nicholas Goodman

Subject: Francois - consent to filing, our consent to sur-reply

Hi Nick,

I was writing for consent for us to file with our reply the attached proposed Rule 68 offers of judgment that was sent to you on or about October 7, 2025 and October 25, 2025, that we had asked to be executed and return.

If you would like to file a brief sur-reply as to those document we would consent.

Please let me know.

Thanks.



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

The Law Office of Ahmad Keshavarz

16 Court St., Suite 2600, Brooklyn, NY 11241-1026

Cell: (347) 308-4859 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
FARAH JEAN FRANCOIS,

Case No. 1:22-cv-4447-JSR

Plaintiff,

- against -

OFFER OF JUDGMENT

VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and
PHILIP ARGYROPOULOS,

Defendants.
-----X

Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) Defendant SPARTAN AUTO GROUP LLC hereby offers to allow Plaintiff FARAH JEAN FRANCOIS to take judgment against it in this action for the total sum of One Hundred Twenty Thousand ~~and One Hundred~~ Dollars (\$120,000.00), ~~(\$100,100.00)~~, and, in addition, Plaintiff's costs and reasonable attorney fees ~~incurred in this action prior to the date of this offer (the "Offer")~~, the amount of Plaintiff's reasonable attorneys' fees to be determined at a fee hearing conducted by the Court if necessary.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief from any or all the Defendants named in her Amended Complaint in the above captioned action, arising out of the acts and/or omissions Plaintiff alleges against all those Defendants, including all of Defendants' officers, employees, or agents, past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Amended Complaint.

Acceptance of the Offer will act to release and discharge each and every Defendant named in Plaintiff's Amended Complaint, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them.

Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York

~~August~~October
9, 2024

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY:

H. Nicholas Goodman *Attorneys*
for Defendants **VICTORY AUTO**
GROUP LLC d/b/a VICTORY
MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI,
STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS and
PHILIP ARGYROPOULOS
333 Park Avenue South, Suite 3A
New York, New York 10010
(212) 227-9003
ngoodman@ngoodmanlaw.com

TO: Ahmad Keshavarz
THE LAW OFFICE OF
AHMAD KESHAVARZ
Attorney for Plaintiff
FARAH JEAN FRANCOIS
16 Court Street, Suite 2600
Brooklyn, New York 11241 (917) 945-
9848
ahmad@newyorkconsumerattorney.com
emma@newyorkconsumerattorney.com

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Case No. 1:22-cv-4447-JSR

Plaintiff,

- against -

OFFER OF JUDGMENT

**VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and
PHILIP ARGYROPOULOS,**

Defendants.

-----X
Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) Defendant **SPARTAN AUTO**

GROUP LLC hereby offers to allow Plaintiff **FARAH JEAN FRANCOIS** to take judgment against it in this action for the total sum of One Hundred Twenty Thousand Dollars (\$120,000.00), and, in addition, Plaintiff's costs and reasonable attorney fees , the amount of Plaintiff's reasonable attorneys' fees to be determined by agreement of the Parties, or, in absence of an agreement, then by the Court.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief from any or all the Defendants named in her Amended Complaint in the above captioned action, arising out of the acts and/or omissions Plaintiff alleges against all those Defendants, including all of Defendants' officers, employees, or agents, past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Amended Complaint.

Acceptance of the Offer will act to release and discharge each and every Defendant named in Plaintiff's Amended Complaint, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them.

Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
October
_____, 2024

Yours, etc.
NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY:

H. Nicholas Goodman *Attorneys*
for Defendants **VICTORY AUTO**
GROUP LLC d/b/a VICTORY
MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI,
STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS and
PHILIP ARGYROPOULOS
333 Park Avenue South, Suite 3A
New York, New York 10010
(212) 227-9003
ngoodman@ngoodmanlaw.com

TO: Ahmad Keshavarz
THE LAW OFFICE OF
AHMAD KESHAVARZ
Attorney for Plaintiff
FARAH JEAN FRANCOIS
16 Court Street, Suite 2600
Brooklyn, New York 11241 (917) 945-
9848
ahmad@newyorkconsumerattorney.com
emma@newyorkconsumerattorney.com